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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

DOUGLAS WAYNE SEGUIN, an individual,

Plaintiff,

v.

JAMES MARTIN WINTERS, JR., an individual; THE SHERWIN-WILLIAMS COMPANY d/b/a SHERWIN WILLIAMS COMPANY a/k/a SHERWIN WILLIAMS; a foreign corporation; EAN HOLDINGS, LLC, a foreign limited-liability company; ENTERPRISE LEASING COMPANY WEST, LLC d/b/a ENTERPRISE RENT-A-CAR, a foreign limited-liability company; DOE INDIVIDUALS I through X, Inclusive; and ROE ENTITIES I through X, Inclusive,

Defendants.

Case No.: 2:24-cv-01713-RFB-EJY

**STIPULATION AND ORDER
TO DISMISS CLAIMS AGAINST
DEFENDANTS EAN HOLDINGS,
LLC and ENTERPRISE LEASING
COMPANY WEST, LLC d/b/a
ENTERPRISE RENT-A-CAR
WITHOUT PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff DOUGLAS WAYNE SEGUIN by and through his attorneys of record, VALIENTE MOTT, LTD.; Defendants JAMES MARTIN WINTERS, JR. and THE SHERWIN-WILLIAMS COMPANY d/b/a SHERWIN WILLIAMS COMPANY a/k/a SHERWIN WILLIAMS (“SHERWIN-WILLIAMS”), by and through their attorneys of record, BROWN GREEN LLC; and Defendants EAN HOLDINGS, LLC and ENTERPRISE LEASING COMPANY WEST, LLC d/b/a ENTERPRISE RENT-A-CAR (“ENTERPRISE Defendants”), by and through their attorneys BREMER WHYTE

BROWN & O'MEARA, LLP, that claims against ENTERPRISE Defendants, and each of them, shall be dismissed without prejudice, with each party to bear its own attorney's fees and costs.

IT IS FURTHER STIPULATED AND AGREED that this dismissal of the ENTERPRISE Defendants is based upon the representations of ENTERPRISE Defendants counsel and sworn affidavit from an ENTERPRISE corporate representative in support thereof, attached hereto as **Exhibit "1"**, which provides, in part:

- 1) In the instant matter, Defendant ENTERPRISE LEASING COMPANY WEST, LLC d/b/a ENTERPRISE RENT-A-CAR rented a vehicle under Defendant SHERWIN-WILLIAMS Global Corporate Services account that included Supplemental Liability Protection.
- 2) Defendant SHERWIN-WILLIAMS and its employee, Defendant JAMES MARTIN WINTERS, JR., are insureds under Defendant SHERWIN-WILLIAMS Global Corporate Services account that included Supplemental Liability Protection; and
- 3) The dismissal of the ENTERPRISE Defendants, and each of them, will have no impact on the Supplemental Liability Protection insurance purchased by Defendant SHERWIN-WILLIAMS.

IT IS FURTHER STIPULATED AND AGREED that Plaintiffs may file a motion with the Court requesting leave to amend their Complaint at any time during the pendency of this lawsuit to, once again, renew claims against the ENTERPRISE Defendants, and each of them for reasonable cause as submitted by Plaintiff.

IT IS FURTHER STIPULATED AND AGREED that if Plaintiff, once again, brings or attempts to bring claims against the ENTERPRISE Defendants, and each of them, then the ENTERPRISE Defendants, and each of them, and SHERWIN-WILLIAMS Defendants, and each of them, acknowledge that all Defendants were properly named as parties of interest in this lawsuit within the time allotted for the statute of limitations under NRS 11.190 based upon the original filing of the Complaint.

IT IS FURTHER STIPULATED AND AGREED that, on the date and time of the subject motor vehicle collision upon which this lawsuit is based, Defendant JAMES MARTIN WINTERS,

JR. was an employee of Defendant THE SHERWIN-WILLIAMS COMPANY who was operating the Enterprise rental vehicle leased by and through Defendant SHERWIN-WILLIAMS Global Corporate Services account that included Supplemental Liability Protection.

IT IS FURTHER STIPULATED AND AGREED that, at this point in the litigation, the SHERWIN-WILLIAMS Defendants have no intention to bring claims or otherwise make arguments, statements, or references against the ENTERPRISE Defendants as having any relationship to the subject matter of the underlying litigation or causing or contributing to the subject motor vehicle collision.

DATED this 16th day of June 25.

Dated this 16th day of June 25.

Respectfully Submitted By:

VALIENTE MOTT, LTD.

/s/ James A. Trummell

Timothy A. Mott, Esq.
James A. Trummell, Esq.
Peter Petersen, Esq.
700 South 7th Street
Las Vegas, Nevada 89101

Attorneys for Plaintiff
DOUGLAS SEGUIN

Approved to Form and Content By:

BROWN GREEN LLC

/s/ Jared P. Green

Jared P. Green, Esq.
jared@bgtriallawyers.com
Brian Unguren, Esq.
brian@bgtriallawyers.com
3755 Breakthrough Way, Suite 210
Las Vegas, Nevada 89135

Attorneys for Defendants
JAMES WINTERS and
SHERWIN WILLIAMS

Dated this 16th day of June 25.

Approved to Form and Content By:

BREMER WHYTE BROWN & O'MEARA, LLP

/s/ Madeline M. Arcellana

Madeline M. Arcellana, Esq.
marcellana@bremerwhyte.com
1160 N. Town Center Dr., Suite 250
Las Vegas, Nevada 89144

Attorneys for Defendants
EAN HOLDINGS, LLC and
ENTERPRISE LEASING COMPANY WEST, LLC
d/b/a ENTERPRISE RENT-A-CAR

ORDER

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that claims against ENTERPRISE Defendants, and each of them, shall be dismissed without prejudice, with each party to bear its own attorney's fees and costs.

IT IS FURTHER ORDERED that this dismissal of the ENTERPRISE Defendants is based upon the representations of ENTERPRISE Defendants, and each of them, the SHERWIN-WILLIAMS Defendants, and each of them, and their respective counsel as set forth above and in the supporting affidavit.

IT IS FURTHER ORDERED that Plaintiffs may file a motion with the Court requesting leave to amend their Complaint at any time during the pendency of this lawsuit to, once again, renew claims against the ENTERPRISE Defendants, and each of them for reasonable cause as submitted by Plaintiff.

IT IS FURTHER ORDERED that if Plaintiff, once again, brings or attempts to bring claims against the ENTERPRISE Defendants, and each of them, then the ENTERPRISE Defendants, and each of them, and SHERWIN-WILLIAMS Defendants, and each of them, acknowledge that all Defendants were properly named as parties of interest in this lawsuit within the time allotted for the statute of limitations under NRS 11.190 based upon the original filing of the Complaint.

IT IS FURTHER ORDERED that, on the date and time of the subject motor vehicle collision upon which this lawsuit is based, Defendant JAMES MARTIN WINTERS, JR. was an employee of Defendant THE SHERWIN-WILLIAMS COMPANY who was operating the Enterprise rental vehicle leased by and through Defendant SHERWIN-WILLIAMS Global Corporate Services account that included Supplemental Liability Protection.

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1 **IT IS FURTHER ORDERED** that, at this point in the litigation, the SHERWIN-
2 WILLIAMS Defendants have no intention to bring claims or otherwise make arguments,
3 statements, or references against the ENTERPRISE Defendants as having any relationship to the
4 subject matter of the underlying litigation or causing or contributing to the subject motor vehicle
5 collision.

6 **IT IS SO ORDERED.**

7 DATE this 18 day of April 2025.

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UNITED STATES DISTRICT JUDGE

Respectfully Submitted By:

VALIENTE MOTT, LTD.

/s/ James A. Trummell

JAMES A. TRUMMELL, ESQ.

Nevada Bar No. 14127

TIMOTHY A. MOTT, ESQ.

Nevada Bar No. 12828

700 South 7th Street

Las Vegas, Nevada 89101

Attorneys for Plaintiff

DOUGLAS SEGUIN

VALIENTE MOTT

EXHIBIT “1”

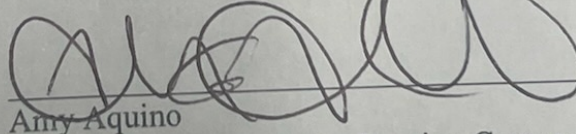
AFFIDAVIT OF AMY AQUINO

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

1. I, Amy Aquino, am currently Risk Manager for ENTERPRISE LEASING COMPANY-WEST, LLC.
2. ENTERPRISE LEASING COMPANY-WEST, LLC ("ELCW") is a foreign limited liability company licensed to conduct business in Clark County, Nevada.
3. EAN HOLDINGS, LLC ("EAN") is a foreign limited liability company licensed to conduct business in Clark County, Nevada.
4. ELCW does business as ENTERPRISE RENT-A-CAR, which is a short-term lessor of vehicles.
5. EAN is the title holder of the vehicles that ELCW rents to its customers.
6. EAN does not conduct rental transactions.
7. Rental Claims Services ("RCS") is a third-party liability claims management company that processes claims on behalf of the Enterprise entities, including ELCW and EAN.
8. RCS does not conduct rental transactions.
9. In the instant matter, ELCW rented a vehicle under the Sherwin-Williams Global Corporate Services account that included Supplemental Liability Protection ("SLP").
10. Sherwin-Williams, and its employee Mr. Winters, who are defendants in the current action, are insureds under the SLP that was purchased for the rental.
11. Dismissing EAN from the subject litigation will have no impact on the SLP purchased by the Renters.

I declare under penalty of perjury that the foregoing is true and correct.

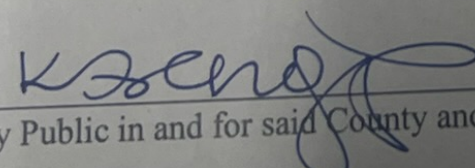
Executed on this 30 day of JAN, 2025

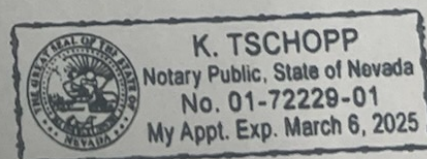

Amy Aquino

Risk Manager- Enterprise Leasing Company, West, LLC

State of Nevada
County of Clark

SUBSCRIBED AND SWORN TO before me
this 30 day of January, 2025


Notary Public in and for said County and State



FW: Seguin v. Winters et al Minute Order

From: **Jim Trummell** | Jim@valientemott.com

Monday, Jun 16 at 10:35 AM

To: **Christina Espinosa** | christina@valientemott.com

Please submit this to the court today with the signatures of all counsel and the affidavit attached as Exhibit 1.

From: **Madeline M. Arcellana** |
marcellana@bremerwhyte.com

To: **Jared Green** |
jared@bgtriallawyers.com

Thursday, Jun 12 at
1:08 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Jared,

Thanks so much! I have reviewed the attached and confirm that the only change is the entity name correction you described.

I authorize my e-signature to be added.

Jim: will you please submit it signed for everyone? Once that's done you two can complete the substitution and the extension of discovery with one less cook in the kitchen!

Thanks all,
Madeline

Madeline M. Arcellana

BREMER WHYTE BROWN & O'MEARA, LLP

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O: 702.258.6665 **D:** 725.210.8807 [bremerwhyte.com](https://www.bremerwhyte.com)

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SOLUTIONS

From: **Jared Green** |
jared@bgtriallawyers.com

To: **Madeline M. Arcellana** |
marcellana@bremerwhyte.com

Thursday, Jun 12 at
11:13 AM

Madeline:

We are good to go with signing the stipulation. We made a few changes to the Sherwin-Williams name throughout (simply by adding a dash between Sherwin and Williams – that was the only change from the client!).

You have my permission to affix my electronic signature.

Thanks!

browne/green
TRIAL LAWYERS

JARED P. GREEN

ATTORNEY

jared@bgtriallawyers.com

(702) 475-6454

3755 Breakthrough Way, Suite 210

Las Vegas, Nevada 89135

www.thegufirm.com

From: **Madeline M. Arcellana** |
marcellana@bremerwhyte.com

To: **Jared Green** |
jared@bgtriallawyers.com

Thursday, Jun 12 at
9:06 AM

Sounds good – thanks Jared!

Madeline M. Arcellana
BREMER WHYTE BROWN & O'MEARA, LLP
1160 N Town Center Dr. Suite 250, Las Vegas, NV 89144

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ARIZONA | CALIFORNIA | COLORADO | NEVADA | TEXAS

SOLUTIONS

From: **Jared Green** | jared@bgtriallawyers.com To: **Jim Trummell** | Jim@valientemott.com Wednesday, Jun 11 at 11:49 PM

Jim and Madeline:

Thank you both for the follow up on this issue. I am working diligently with my client to get this resolved. I asked again today for a quick response, and I have a call again tomorrow morning to address this.